

Remarks/Arguments

This paper is submitted responsive to the office action mailed February 24, 2010. Reconsideration of the application in light of the accompanying remarks and amendments is respectfully requested.

By the present paper, the Abstract has been amended and the claims have also been amended to respond to the various points raised in the office action.

Withdrawal of claims 18-21 is noted and these claims will be considered for filing in a divisional application at some point during the pendency of the present application.

The objection to the specification is believed to be addressed by the amendment to the specification to present a new abstract which does not have the language complained of in the office action.

With respect to the rejection of claims under 35 USC 112, second paragraph, please note the following.

The Examiner's understanding of the meaning of the term "actively-breathing" as meaning "water-vapor permeable" appears to be acceptable. This clause is believed to be clear to persons of skill in the art, and therefore that no further clarification is needed. If, however, the Examiner has different wording in mind that could be helpful, the Examiner is respectfully invited to suggest such language.

With respect to the interpretation of the consisting of

language as it applied to PU, this language has been removed from the claims and thus the claims are believed proper in this regard.

The steps concerning the extruding and pressing are now positively recited and include a recitation of what is being extruded or pressed.

Claim 1 has been amended to recite the bonding agent in two embodiments, and this amendment coupled with the other amendments to claim 1 remove any confusion as to this subject matter. The phrase "is used" has also been removed and replaced with language more typical to US practice.

The term "in particular" as well as all trademarks have been deleted from the claims. Thus, it is submitted that the claims as amended are proper under 35 USC 112 in all respects.

Turning to the pending art rejections, it is noted that claim 1 was rejected as anticipated by EP 0 700 779 A2 (hereafter EP '779). Reconsideration of this holding as it relates to claim 1 as amended is respectfully requested.

EP '779 describes a process for production similar to the opening lines of present claim 1. As can be seen in Fig. 16 EP '779, however, a bonding agent 16 is supplied between the two layers 14, 15 as a separate layer.

A difference of the present claims from EP '779 is that the bonding agent is mixed with PU and the PU bonding agent

blend is extruded onto the nonwoven according to original claim 11 or the nonwoven is provided with the bonding agent in the molten state according to original claim 14. This means that the bonding agent is already included in the PU or in the nonwoven and there are in both cases only two layers.

The result of this is that during production, no separate applying or spraying of the bonding agent is necessary.

According to the alternative of original claim 11 the PU product already comprises the desired bonding and adhesive properties during extrusion onto the PP non-woven.

If the PP non-woven is already provided with the bonding agent in molten state, not only the surface of the PP nonwoven is available for bonding to the PU product, but the bonding agent may also act on those part of the PU product which penetrate the nonwoven structure while pressing the PU layer to the PP nonwoven.

EP '779 does not disclose a bonding agent which is mixed with the PU or which is in the nonwoven in the molten state. EP '779 clearly shows the separate layer 16 between the two layers 14 and 15.

With regard to US 2005/0097857 A1, it is noted that this document only teaches that in order to improve the adhesion of the material PP that a certain maleic anhydrided-modified polyolefin may be utilized. In [0041] is mentioned

that a tie layer 16 is present which comprises a bonding agent. This layer is shown in Fig. 3. The tie layer 16 is the same as the layer 16 in Fig. 16 of EP '779. This document does not teach to include the bonding agent in the PU or in the PP non-woven.

An earnest and thorough effort has been made to address all issues raised in the action and to place the application in condition for allowance. If upon consideration of the response, the Examiner has any question or issue which could be resolved by telephone interview, the Examiner is invited to telephone the undersigned to discuss same.

Please charge any fee which is due and not enclosed herewith to Deposit Account 02-0184.

Respectfully submitted,

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